

**IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF WISCONSIN**

HUPY & ABRAHAM, S.C.,

Plaintiff,

v.

Case No: 2:21-CV-00577-JPS

QUINTESSA MARKETING, LLC,

Defendant.

DECLARATION OF TODD R. KORB

Attorney Todd R. Korb declares as follows under penalty of perjury pursuant to 28 U.S.C. § 1746:

1. That I am the attorney of record for the Plaintiff, Hupy & Abraham, S.C., in the above-entitled action and make this Declaration in support of its Response to Defendant's Motion to Dismiss.

2. Attached hereto and marked as Exhibit A is a true and correct copy of an email from the Defendant's agent, Mike Walker, directed to the Plaintiff's agent, Jill Welleskopf, dated February 3, 2021; and that said exhibit demonstrates that Defendant's promise to provide "100+" retainers.

3. Attached hereto and marked as Exhibit B is a true and correct copy of an email from the Defendant's agent, Mike Walker, directed to the Plaintiff's agent, Jill Welleskopf, dated February 1, 2021; and that said exhibit demonstrates that Defendant's assertion that it would provide "150-200" retainers.

4. That to the best of my knowledge, the Plaintiff's agent, Chad Kreblin, is only licensed to practice law in Wisconsin and Iowa. Moreover, Chad has exclusively practiced personal injury law since 2001, and does not purport to specialize in contract drafting or negotiation.

5. Attached hereto and marked as Exhibit C is a true and correct copy of the public LinkedIn page for a "Lauren Von" (also known as the Defendant's agent, Lauren Mingee), accessed on June 17, 2021; and that said profile notes she is both a Founder and CEO since 2016 for the Defendant.

6. That to the best of my knowledge, in the last six months there is at least one case filed against the Defendant in federal court regarding its performance of its contracts with law firms, excluding the present case, and an unknown number of arbitration claims.

7. Attached hereto as Exhibit D is a true and correct copy of the United States District Court for the Western District of Oklahoma's Order, Doc. #9, for *Quintessa, LLC d/b/a Marketing v. ERB Legal Investments, LLC, d/b/a The Bradley Law Firm*, W.D. OK, Case No.: 4:21-CV-00019-DDN, which United States District Judge David L. Russell held that Eastern District of Missouri would be able to apply Oklahoma law.

7. Attached hereto as Exhibit E is a true and correct copy of a marketing agreement between the Defendant and the Bradley Law Firm, a personal injury law firm located in Missouri, filed in the United States District Court for the Western District of Oklahoma, and labeled as Doc. #4-4, for *Quintessa, LLC d/b/a Marketing v. ERB Legal Investments, LLC, d/b/a The Bradley Law Firm*, W.D. OK, Case No.: 4:21-CV-00019-DDN, which demonstrating that the Defendant's agent, Lauren Mingee, acted as the signatory on behalf of the Defendant in a similar bulk marketing contract.

8. Attached hereto as Exhibit F is a true and correct copy of the American Arbitration Association's Consumer Arbitration Rules, which are applied to arbitration clause in agreement between individual consumers and businesses.

DATED at Milwaukee, Wisconsin, this 29th day of June, 2021.

HUPY AND ABRAHAM, S.C.
Attorneys for the Plaintiff,

By: /s/ Todd R. Korb
Todd R. Korb
State Bar Number: 1026950
111 East Kilbourn Avenue
Suite 1100
Milwaukee, Wisconsin 53202
TKorb@hupy.com
(414) 223-4800
(414) 271-3374